Hearing Date: December 3, 2015
Hearing Time: 11:00 a.m.
Attorneys for Debtor:
Sara Manaugh, South Brooklyn Legal Services
Joel Alan Gaffney, Law Office of Gregory Messer

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
_______________________________________X

In re Olga Ortiz

_______________________________________X

Chapter 13
Case No. 15-41938-cec

NOTICE OF MOTION PURSUANT TO 11 U.S.C. § 362(k)

PLEASE TAKE NOTICE that upon the annexed Declaration of Sara Manaugh dated November 6, 2015, and all exhibits attached thereto, and upon all the pleadings and proceedings heretofore had herein, and upon all the papers filed herein, a hearing will be held before the Honorable Carla E. Craig, at the United States Bankruptcy Court, Courtroom 3529, 271-C Cadman Plaza East, Brooklyn, New York, on Thursday, December 3, 2015, at 11:00 a.m. or as soon thereafter as counsel may be heard, to consider the motion of the undersigned for costs and attorneys' fees pursuant to 11 U.S.C. § 362(k).

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, to the motion must be (i) in writing, (ii) conform to the Bankruptcy Rules, Local Bankruptcy Rules and General Orders, (iii) specify the name of the objecting party, and state with specificity the basis of the objection(s) and the specific grounds therefore, and (iv) be filed with the Court electronically, with a courtesy copy to the Chambers of the Honorable Carla E. Craig, and (v) simultaneously served upon (a) South Brooklyn Legal Services, 105 Court Street, 4^{th} Floor, Brooklyn, New York, 11201, and (b) the Office of the United States Trustee, U.S. Federal Office

Building, 201 Varick Street, Suite 1006, New York, NY 10014, so as to be received no later than **five days prior to the hearing date set forth above**.

PLEASE TAKE FURTHER NOTICE that the hearing may be adjourned from time to time without further notice other than the announcement of such adjournment in open court;

PLEASE TAKE FURTHER NOTICE that you need not appear at the hearing if you do not object to the relief requested in the motion.

DATED: Brooklyn, New York
November 6, 2015

SOUTH BROOKLYN LEGAL SERVICES

____

By: Sara Manaugh, Esq.
105 Court Street, 4th Floor
Brooklyn, New York 11201
(718) 237-5500

To: Michael Lehrman, Esq.
Lehrman & Maseng, PLLC
389 Willoughby Avenue, Suite 201
Brooklyn, New York 11205

283 Kosciuszko St LLC
914 Bedford Avenue
Brooklyn, New York 11205

Sandra Torres
c/o 283 Kosciuszko St LLC
914 Bedford Avenue
Brooklyn, New York 11205

Office of the United States Trustee
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, NY 10014

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
____X

In re Olga Ortiz

____X

Chapter 13
Case No. 15-41938-cec

DECLARATION IN SUPPORT OF MOTION PURSUANT TO 11 U.S.C. § 362(k)

TO THE HONORABLE CARLA E. CRAIG
UNITED STATES BANKRUPTCY JUDGE

SARA MANAUGH, attorney for the Debtor herein, pursuant to 28 U.S.C. § 1746, declares as follows:

1. I am admitted to the bar of this Court and am an attorney for Debtor Olga Ortiz. I bring this motion pursuant to 11 U.S.C. § 362(k) for costs and attorneys' fees due to creditor 283 Kosciuszko St LLC's and its counsel's violation of 11 U.S.C. § 362(a).

2. The Debtor filed a voluntary petition under 11 U.S.C. Chapter 13 on April 28, 2015.

3. A prior petition under 11 U.S.C. Chapter 13 had been filed on Debtor's behalf on October 28, 2014, captioned *In re Olga Ortiz*, Case No. 14-45462-cec. That petition was dismissed pursuant to this Court's Order dated December 18, 2014, because of deficiencies in the petition's supporting documents and schedules under 11 U.S.C. § 521(a)(1).

4. The Debtor in this case moved for the automatic stay begun under the prior petition to be continued. She submitted an affidavit in support of her motion, averring that the prior petition had been filed without her knowledge or consent. Debtor, who is unable to read except for very simple series of letters and numbers, further averred that she had been deceived into signing the petition by the same people who had fraudulently talked her into signing a contract of sale on her home, on the pretense that by conveying her property to those people, she

would ultimately save her home from foreclosure. A true and complete copy of Debtor's affidavit in support of her motion to continue the automatic stay, dated August 25, 2015, and filed via ECF on April 29, 2015, is attached hereto as **Exhibit A**.

5. The Debtor's motion to continue the automatic stay was unopposed and was granted by this Court on May 28, 2015.

6. Schedule F to the Debtor's petition lists as an unsecured creditor the entity with which the Debtor executed the purported contract of sale: 283 Kosciuszko St LLC. The name and address for the entity are taken from the Memorandum of Contract that was recorded in the Office of the City Register of the City of New York. A true and complete copy of the Memorandum of Contract, as recorded on July 21, 2014, is attached hereto as **Exhibit B**.

7. 283 Kosciuszko St LLC was included on the creditor matrix included with Debtor's petition, and therefore has been sent creditor notices by this Court.

8. On October 15, 2015, the Debtor showed me copies of court papers that she represented had been personally served on her earlier that week. The papers are copies of a summons and complaint filed in Kings County Supreme Court by 283 Kosciuszko St LLC, alleging breach of contract based upon the purported contract of sale of the Debtor's home. I downloaded copies of the summons and complaint from the New York State Courts Electronic Filing System on October 15, 2015. True and complete copies of the summons and complaint, including the exhibit thereto, are attached hereto as **Exhibit C**.

9. On October 15, 2015, I mailed via first-class mail a letter to Michael Lehrman, Esq., the attorney of record for 283 Kosciuszko St LLC in the state court action. In the letter, I stated that the breach of contract action should not have been brought while the automatic bankruptcy stay is in effect. I enclosed with the letter the notice of creditor meeting, and the list of notice recipients, which listed 283 Kosciuszko St LLC as a recipient. In the letter, I requested

that the action be discontinued promptly, and no later than October 29, 2015. I noted that penalties can result from violation of the automatic stay, as set forth in the enclosed notice of creditor meeting. A true and complete copy of the letter and its enclosures are attached hereto as **Exhibit D**.

10. On October 22, 2015, I reached Michael Lehrman by telephone at the telephone number listed on the state court complaint. I asked Mr. Lehrman whether he had received my October 15, 2015 letter, and he confirmed that he had. I asked whether he would be discontinuing the state court action, and he said that he would "look into" the automatic bankruptcy stay.

11. When I reviewed the information on the state court action today on the New York State Courts Electronic Filing System, I saw that no discontinuance has been filed in that action. A true and complete copy of the document list in the state court action as of November 6, 2015, is attached hereto as **Exhibit E**.

WHEREFORE, I respectfully request that this Court enter an Order finding that 283 Kosciuszko St LLC and its counsel in the state court action violated 11 U.S.C. § 362(a), and directing 283 Kosciuszko St LLC and its counsel to pay the Debtor's costs and attorneys' fees pursuant to 11 U.S.C. § 362(k).

DATED: Brooklyn, New York
November 6, 2015

Sara Manaugh, Esq.
South Brooklyn Legal Services
105 Court Street, 4th Floor
Brooklyn, New York 11201
(718) 237-5500

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
______________________________________X

Chapter 13

In re Olga Ortiz

Case No.

______________________________________X

DEBTOR'S AFFIDAVIT OF CHANGED CIRCUMSTANCES

I, Olga Ortiz, being duly sworn, depose and say:

1. I am the debtor in the within bankruptcy proceeding.

2. I submit this affidavit in support of my motion to continue the automatic stay pursuant to 11 U.S.C. §§ 362(3)(B). This motion should be granted because the prior bankruptcy petition that was filed in my name was filed fraudulently, without my knowledge or consent.

3. Except for very simple series of letter and numbers, I am unable to read. I can write and sign my own name, and I can write numbers, but otherwise I am unable to write.

4. In early 2014, I was in foreclosure and I was very close to losing the home that I have lived in for nearly forty years, located at 283 Kosciuszko Street in Brooklyn. I received a solicitation from a woman named Sandra Torres, offering to help me save my home.

5. Ms. Torres came to my home and expressed interest in buying my home. When I told her I was not interested in selling, she told me that I could save my home if I conveyed the deed to my home to the business, and then the business would convey the deed to my niece, Jessica, who would take out a new mortgage on the house.

6. Although I did not understand exactly how I could save my home by conveying the deed to it, I believed that Ms. Torres meant to help me save my home and trusted her advice.

I went to her office, located at 914 Bedford Avenue in Brooklyn, and I signed some documents at the offices of the business. I did not know what documents I was signing, but I believed that by signing the documents, I was taking steps to save my home. There was a woman present while I was signing documents; Ms. Torres told me that woman was a lawyer who was there to help me.

7. In the days after I signed the documents, members of my family later cautioned me that I should not have signed the documents. On information and belief, my sister went to the offices at 914 Bedford Avenue and told Ms. Torres to stay away from me.

8. It is my understanding that one of the documents I signed during that meeting with Ms. Torres and the other woman at 914 Bedford Avenue was a contract to sell my home to a company called 283 Kosciuszko Street LLC. However, to my knowledge, I did not sign a deed conveying my home.

9. I did not hear from Ms. Torres for many months after that meeting. Then, in or around late August 2014, Ms. Torres contacted me and told me that there was a sale date on my home, and that I needed to act fast to save my home if I did not want to end up on the street.

10. I was distressed by Ms. Torres's words and by the idea of losing my home, so I decided to accept her help. A few days later, Ms. Torres came to my home, picked me up in her car, and drove me back to the offices at 914 Bedford Avenue. There she had me sign more documents, and she assured me that these documents would help me save my home. She did not explain what these documents were.

11. Ms. Torres did not mention anything about bankruptcy, and did not say that any of the documents I was signing had to do with bankruptcy.

12. In or about November 2014, I received documents in the mail that were confusing to me. Members of my family told me that they had to do with bankruptcy and had my name on them. I did not know anything about bankruptcy and did not then intend to file bankruptcy.

13. When I consulted with a *pro bono* attorney, the attorney showed me other papers that she said were part of the bankruptcy case. On these papers, I recognized my signature. However, there was handwriting on some of these papers that I did not recognize.

14. It is my understanding that a bankruptcy proceeding was fraudulently started in my name, and that the proceeding was later dismissed because the papers that were filed in court supposedly on my behalf had mistakes or missing parts.

15. It is my understanding that when the bankruptcy proceeding was started, it meant that none of my creditors could take any actions to collect on debts against me. I understand that as a result of the bankruptcy, the bank that foreclosed on my home was prevented from auctioning off my home.

16. After having consulted with counsel, I understand that I might be able to save my home through bankruptcy. I am asking the Court to order that the bank may not auction off my home to give me a chance to save my home through bankruptcy.

17. I have also been advised, however, that unless I file a motion requesting an extension, the stay created by this second bankruptcy filing could expire after thirty days, even though the first case was filed fraudulently without my knowledge. I respectfully request that the Court continue the automatic stay beyond the thirty-day period to allow me to pursue loss mitigation relief with my lender.

18. I have had this affidavit read to me, and I understand its contents.

OLGA ORTIZ

Sworn to me this 25th day of April, 2015

NOTARY PUBLIC

SARA LINDA MANAUGH
NOTARY PUBLIC, STATE OF NEW YORK
No. 02MA6213028
Qualified in Kings County
Commission Expires October 26, 2017

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
____________________________________X

Chapter 13

In re Olga Ortiz

Case No.

____________________________________X

DECLARATION OF SARA MANAUGH

Sara Manaugh, an attorney admitted to practice in the Eastern District of New York, declares under penalty of perjury as follows:

1. I am not a party, creditor or interested person in the within bankruptcy proceeding.

2. I read the contents of the Chapter 13 petition and schedules aloud to debtor Olga Ortiz, and confirmed with her that she understood the contents of the petition and schedules.

3. I read the contents of the Debtor's Affidavit of Changed Circumstances aloud to debtor Olga Ortiz, and confirmed with her that she understood the contents of the Affidavit.

4. I read the contents of the Debtor's Affidavit of Income Sources aloud to debtor Olga Ortiz, and confirmed with her that she understood the contents of the Affidavit.

5. After I read the Chapter 13 petition with schedules and the Affidavits to Ms. Ortiz, and ascertained that she understood the documents, I witnessed Ms. Ortiz sign them.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: Brooklyn, New York
April 27, 2015

SARA MANAUGH

EXHIBIT B

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2014071601316001001E5262

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 3**

Document ID: 2014071601316001 Document Date: 05-05-2014 Preparation Date: 07-16-2014
Document Type: CONTRACT OF SALE
Document Page Count: 2

PRESENTER:	**RETURN TO:**
EHNY LLC 914 BEDFORD AVENUE BROOKLYN, NY 11205 347-817-7930 LEADSMIMI@GMAIL.COM	EHNY LLC 914 BEDFORD AVENUE BROOKLYN, NY 11205 347-817-7930 LEADSMIMI@GMAIL.COM

PROPERTY DATA

Borough	**Block**	**Lot**		**Unit**	**Address**
BROOKLYN	1781	57	Entire Lot		283 KOSCIUSZKO ST

Property Type: 1-3 FAMILY WITH STORE / OFFICE

CROSS REFERENCE DATA

CRFN_______ *or* DocumentID________ *or* ________ Year_____ Reel____ Page_____ *or* File Number__________

PARTIES

GRANTOR/SELLER:	**GRANTEE/BUYER:**
OLGA ORTIZ 283 KOSCIUSKO ST BROOKLYN, NY 11221	283 KOSCIUSKO ST LLC 914 BEDFORD AVENUE BROOKLYN, NY 11205

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	47.00
Affidavit Fee:	$	0.00

Filing Fee:	$	100.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK

Recorded/Filed 07-21-2014 13:16
City Register File No.(CRFN):
2014000241513

Annette M Hill

City Register Official Signature

MEMORANDUM OF CONTRACT

THIS MEMORANDUM OF CONTRACT made this day of May 5, 2014 between Olga Ortiz residing at 283 Kosciuszko Street, Brooklyn, NY and 283 Kosciuszko St LLC with Offices at 914 Bedford Avenue, Brooklyn, NY 11205;

For valuable consideration described in the Contract between the parties dated May 5, 2014 ______, 2014, Seller(s) has agreed to sell and Purchaser(s) has agreed to purchase 283 Kosciuszko Street, Brooklyn, NY and designated as Tax Map Block __1781___Lot(s) ___57___ (the "Property") as more fully described on Exhibit A attached hereto, under the terms and conditions described in said Contract.

SELLER:

Olga Ortiz

PURCHASER:

283 Kosciuszko St LLC

STATE OF NEW YORK :

: ss.:

COUNTY OF Kings

On the 05 day of May 2014 before me, the undersigned, personally appeared Olga Ortiz ______, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public

Emilienne Z. Brown
Notary Public, State of New York
No. #01BR6254075
Qualified in Queens County
Exp : 01/09/2016

STATE OF NEW YORK :

: ss.:

COUNTY OF _________ **:**

On the 05 day of May 2014 before me, the undersigned, personally appeared Nissim Vaknin member of 283 Kosciuszko St llc personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public

Emilienne Z. Brown
Notary Public, State of New York
No. #01BR6254075
Qualified in Queens County
Exp : 01/09/2016

Old Republic National Title Insurance Company

TITLE NO. JM19516

SCHEDULE A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING, AND BEING IN THE BOROUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF KOSCIUSKO STREET, DISTANT TWO HUNDRED AND TWENTY-FIVE FEET (225) FEET WESTERLY FROM THE NORTHWESTERLY CORNER OF SAID KOSCIUSKO STREET WITH THROOP AVENUE;

RUNNING THENCE NORTHERLY AND PARALLEL WITH THROOP AVENUE, ONE HUNDRED (100) FEET;

RUNNING THENCE WESTERLY PARALLEL WITH KOSCIUSKO STREET, TWENTY-FIVE (25) FEET;

RUNNING THENCE SOUTHERLY AND AGAIN PARALLEL WITH THROOP AVENUE, ONE HUNDRED (100) FEET TO THE NORTHERLY SIDE OF KOSCIUSKO STREET, AND;

RUNNING THENCE EASTERLY ALONG SAID NORTHERLY SIDE OF KOSCIUSKO STREET, TWENTY-FIVE (25) FEET TO THE POINT OR PLACE OF BEGINNING.

* Three Family Dwelling

EXHIBIT C

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS
---X
283 KOSCIUSZKO ST LLC,

Plaintiff,

-against-

OLGA ORTIZ,

Defendant.

This is an action for specific performance under a contract of sale for the properties known as and located at 283 Kosciuszko Street, Brooklyn, New York 11221.
---X

INDEX NO.: __________

SUMMONS

Block: 01781 Lot: 0057

To the above named Defendant:

YOU ARE HEREBY SUMMONED

To file an answer to the Verified Complaint in this action with the Supreme Court of the State of New York, at the Kings County Courthouse, 360 Adams Street, Brooklyn, New York 11201, and to serve a copy of your answer on Plaintiff's Attorneys within the time provided by law as noted below. Upon failure to answer, judgment will be taken against you by default for the relief demanded in the complaint, together with the costs of this action.

Dated: October 7, 2015
Brooklyn, New York

Lehrman & Maseng, PLLC
Attorneys for Plaintiff
BY:

____
Michael Lehrman, Esq.
389 Willoughby Avenue, Suite 201
Brooklyn, New York 11205
Tel: (718) 522-2900

NOTE: The Law or rules of court provide that:

(a) If this summons is served by its delivery to you personally within the State of New York, you must appear and answer within 20 days after such service; or

(b) If this summons is served by delivery to any person other than you personally, or is served outside the State of New York, or by publication, or by any means other than personal delivery to you within the State of New York, you are allowed 30 days after service is complete within which to answer.

Defendant's Address:

Olga Ortiz
283 Kosciuszko Street
Brooklyn, New York 11221

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS
---X
283 KOSCIUSZKO ST LLC,

Plaintiff,

-against-

OLGA ORTIZ,

Defendant.

This is an action for specific performance under a contract of sale for the properties known as and located at 283 Kosciuszko Street, Brooklyn, New York 11221.
---X

INDEX NO.: __________

VERIFIED COMPLAINT

Block: 01781 Lot: 0057

Plaintiff, **283 Kosciuszko St LLC**, (hereinafter referred to as "Plaintiff") by its attorney, Michael Lehrman, Esq., of Lehrman & Maseng, PLLC, as and for its Verified Complaint (hereinafter the "Complaint") against Defendant, **Olga Ortiz**, (hereinafter the "Defendant"), alleges as follows:

ALLEGATIONS APPLICABLE TO ALL CAUSES OF ACTION

1. At all times hereinafter mentioned and at the date of the commencement of this action, Plaintiff is a domestic limited liability company registered to do business in the State of New York.

2. Upon information and belief, and at all times mentioned and at the date of the commencement of this action, Defendant is an individual residing in Kings County.

3. Defendant was at all relevant times hereinafter mentioned and continues to be the owner in fee simple of the real property known as and located at 283 Kosciuszko Street, Brooklyn, New York 11221, Block 01781, Lot 0057 (hereinafter referred to as the "Premises"), as more fully described below.

FOR A FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT

4. On or about May 5, 2015, Plaintiff and Defendant fully executed a written contract of sale for the sale by Defendant and the purchase by Plaintiff of the aforementioned Premises (hereinafter "Contract of Sale"). A copy of the Contract of Sale is attached hereto as **Exhibit A**, and made a material part hereto.

5. The Premises, which were the subject of the Contract of Sale, and which is the subject matter out of which this cause of action arises, is described as follows:

> ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, and State of New York and designated as Block 01781, Lot 0057, on the tax map of the Borough of Brooklyn, County of Kings, City and State of New York and also known as and located at 283 Kosciuszko Street, Brooklyn, New York 11221.

6. Plaintiff acted in accordance with its obligations under the Contract of Sale including the furnishing of the required down payment.

7. Plaintiff has been working vigorously towards closing on title. The Plaintiff is ready, willing and able to proceed with closing.

8. Defendant has indicted an unwillingness to close and have repudiated her obligation to deliver the Premises as required by the Contract of Sale.

9. Upon information and belief, Defendant has purportedly represented to other prospective purchasers that the Premises were still available for sale.

10. Defendant now seeks to cancel the Contract of Sale and sell the Premises to other prospective purchasers.

11. Plaintiff has no adequate remedy at law.

12. In the event that Plaintiff does not prevail for specific performance of the Premises described herein below, Plaintiff will have been damaged to the extent of lost profit that Plaintiff would have realized in the amount to be determined by the Court, but in any event, not less than $700,000.00.

13. By reason of the facts and circumstances stated above, Defendant has breached the Contract of Sale.

FOR A SECOND CAUSE OF ACTION FOR SPECIFIC PERFORMANCE

14. The allegations contained in each paragraph set forth above are re-alleged and incorporated by reference as if fully set forth herein.

15. Defendant has failed to abide by the terms of the Contract of Sale, despite the fact that the Plaintiff has performed each and every covenant, condition, and obligation to be performed except to the extent waived, excused, frustrated, or made impossible by the Defendant.

16. At all times relevant to this action, the Plaintiff was willing and able to perform its remaining obligations.

17. At all times relevant to this action, Defendant was able to convey the Premises.

18. If the Premises are not transferred to the Plaintiff in accordance with the terms of the contract, Plaintiff will be irreparably harmed.

19. Plaintiff's remedies in law are not adequate in that Plaintiff is seeking an order of sale according to the terms of the contract of sale.

20. As a direct result of the Defendant's actions or inactions, alleged above, Plaintiff requests an order directing the immediate transfer of the property.

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

(a) That Defendant be compelled and directed to specifically perform all of her obligations, specifically transferring the Premises to the Plaintiff in accordance with the Contract of Sale entered into by and between the parties to this action;

(b) If specific performance of the Contract of Sale cannot be had, that Plaintiff have judgment against Defendant in the sum of no less than $700,000.00, plus interest from the date hereof for Defendant's breach of contract.

(c) Costs, disbursements and reasonable attorney's fees incurred by Plaintiff as a result of this action; and

(d) Such other and further relief as this Court deems just, proper and equitable.

Dated: October 7, 2015
Brooklyn, New York

Lehrman & Maseng, PLLC
Attorneys for Plaintiff
BY: ______________________
Michael Lehrman, Esq.
389 Willoughby Avenue, Suite 201
Brooklyn, New York 11205
Tel: (718) 522-2900

VERIFICATION

I, **Michael Lehrman, Esq.**, an attorney admitted to practice before the Courts of this State, hereby affirm under the penalties of perjury, pursuant to CPLR 2106, that the following is true and correct:

That I have read the foregoing Verified Complaint and know the contents thereof; that the same is true to the best of my knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.

The reason affirmant make this affirmation and not the Plaintiff is because the Plaintiff is not within the county of this law office at the time of the filing of this action. The grounds of affirmant's belief as to all matters not stated upon affirmant's knowledge are communications with the Plaintiff and copies of Plaintiff's records in affirmant's possession.

Dated: October 7, 2015
Brooklyn, New York

____
Michael Lehrman, Esq.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS
---X
283 KOSCIUSZKO ST LLC,

INDEX NO.: __________

Plaintiff,

-against-

OLGA ORTIZ,

Defendant.

This is an action for specific performance under a contract of sale for the properties known as and located at 283 Kosciuszko Street, Brooklyn, New York 11221.
---X

SUMMONS AND VERIFIED COMPLAINT

Michael A. Lehrman
Lehrman & Maseng, PLLC
389 Willoughby Avenue, Suite 201
Brooklyn, New York 11205
Tel: (718) 522-2900

Attorney for Plaintiff

EXHIBIT A

Residential Contract of Sale 11-2000

Jointly prepared by the Real Property Section of the New York State Bar Association, the New York State Land Title Association, the Committee on Real Property Law of the Association of the Bar of the City of New York and the Committee on Real Property Law of the New York County Lawyers' Association

WARNING: NO REPRESENTATION IS MADE THAT THIS FORM OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE COMPLIES WITH SECTION 5-702 OF THE GENERAL OBLIGATIONS LAW ("PLAIN LANGUAGE").

CONSULT YOUR LAWYER BEFORE SIGNING THIS AGREEMENT

NOTE: FIRE AND CASUALTY LOSSES AND CONDEMNATION
This contract form does not provide for what happens in the event of fire, or other casualty loss or condemnation before the title closing. Unless different provision is made in this contract, Section 5-1311 of the General Obligations Law will apply. One part of that law makes a Purchaser responsible for fire and casualty loss upon taking possession of the Premises before the title closing.

Residential Contract of Sale

Contract of Sale made as of the 5th day of May, 2014 **BETWEEN**

Olga Ortiz
Address: 283 Kosciuszko Street, Brooklyn, NY
Social Security Number/Fed. I.D. No.(s): hereinafter called "Seller" and
283 Kusciuszko St LLC
Address:
Social Security Number/Fed. I.D. No.(s): hereinafter called "Purchaser"

The parties hereby agree as follows:

1. Premises. Seller shall sell and convey and Purchaser shall purchase the property, together with all buildings and improvements thereon (collectively the "Premises"), more fully described on a separate page marked "Schedule A", annexed hereto and made a part hereof and also known as:
Street Address: 283 Kosciussko Street, Brooklyn, NY
Tax Map Designation:

Together with Seller's ownership and rights, if any, to land lying in the bed of any street or highway, opened or proposed, adjoining the Premises to the center line thereof, including any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller shall deliver at no additional cost to Purchaser, at Closing (as hereinafter defined), or thereafter, on demand, any documents that Purchaser may reasonably require for the conveyance of such title and the assignment and collection of such award or damages.

2. Personal Property. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, unless specifically excluded below. Seller represents and warrants that at Closing they will be paid for and owned by Seller, free and clear of all liens and encumbrances, except any existing mortgage to which this sale may be subject. They include, but are not limited to, plumbing, heating, lighting and cooking fixtures, chandeliers, bathroom and kitchen cabinets and counters, mantels, door mirrors, switch plates and door hardware, venetian blinds, window treatments, shades, screens, awnings, storm windows, storm doors, window boxes, mail box, TV aerials, weather vane, flagpole, pumps, shrubbery, fencing, outdoor statuary, tool shed, dishwasher, washing machine, clothes dryer, garbage disposal unit, range, oven, built-in-microwave oven, refrigerator, freezer, air conditioning equipment and installations, wall to wall carpeting and built-ins not excluded below (*strike out inapplicable items*).

Excluded from this sale are furniture and household furnishings and

3. Purchase Price. The purchase price is $ 600,000.00

payable as follows:

(a) On the signing of this contract, by Purchaser's good check payable to the Escrowee (as hereinafter defined), subject to collection, the receipt of which is hereby acknowledged, to be held in escrow pursuant to paragraph 6 of this contract (the "Downpayment"): $ 1,000.00

(b) By allowance for the principal amount unpaid on the existing mortgage on the date hereof, payment of which Purchaser shall assume by joinder in the deed: $

(c) By a purchase money note and mortgage from Purchaser to Seller: $

(d) Balance at Closing in accordance with paragraph 7: $ 599,000.00

4. Existing Mortgage. (*Delete if inapplicable*) If this sale is subject to an existing mortgage as indicated in paragraph 3(b) above:

(a) The Premises shall be conveyed subject to the continuing lien of the existing mortgage, which is presently payable, with interest at the rate of percent per annum, in monthly installments of $ which include principal, interest and escrow amounts, if any, and with any balance of principal being due and payable on

(b) To the extent that any required payments are made on the existing mortgage between the date hereof and Closing which reduce the unpaid principal amount thereof below the amount shown in paragraph 3(b), then the balance of the price payable at Closing under paragraph 3(d) shall be increased by the amount of the payments of principal. Seller represents and warrants that the amount shown in paragraph 3(b) is substantially correct and agrees that only payments required by the existing mortgage will be made between the date hereof and Closing.

(c) If there is a mortgagee escrow account, Seller shall assign it to Purchaser, if it can be assigned, and in that case Purchaser shall pay the amount in the escrow account to Seller at Closing.

(d) Seller shall deliver to Purchaser at Closing a certificate dated not more that 30 days before Closing signed by the holder of the existing mortgage, in form for recording, certifying the amount of the unpaid principal, the date to which interest has been paid and the amounts, if any, claimed to be unpaid for principal and interest, itemizing the same. Seller shall pay the fees for recording such certificate. If the holder of the existing mortgage is a bank or other institution as defined in Section 274-a of the Real Property Law it may, instead of the certificate, furnish a letter signed by a duly authorized officer, employee or agent, dated not more then 30 days before Closing, containing the same information.

(e) Seller represents and warrants that (i) Seller has delivered to Purchaser true and complete copies of the existing mortgage, the note secured thereby and any extensions and modifications thereof, (ii) the existing mortgage is not now, and at the time of Closing will not be, in default, and (iii) the existing mortgage does not contain any provision that permits the holder of the mortgage to require its immediate payment in full or to change any other term thereof by reason of the sale or conveyance of the Premises.

5. Purchase Money Mortgage. (*Delete if inapplicable*) If there is to be a purchase money mortgage as indicated in paragraph 3(c) above:

(a) The purchase money note and mortgage shall be drawn by the attorney for Seller in the form attached or, if not, in the standard form adopted by the New York State Land Title Association. Purchaser shall pay at Closing the mortgage recording tax, recording fees and the attorney's fees in the amount of $ for its preparation.

(b) The purchase money note and mortgage shall also provide that it is subject and subordinate to the lien of the existing mortgage and any extensions, modifications, replacements or consolidations of the existing mortgage, provided that (i) the interest rate thereof shall not be greater than percent per annum and the total debt service thereunder shall not be greater than $ per annum, and (ii) if the principal amount thereof shall exceed the amount of principal owing and unpaid on the existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess is to be paid to the holder of such purchase money mortgage in reduction of the principal thereof. The purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and that the holder thereof will, on demand and without charge therefore, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.

6. Downpayment in Escrow.

(a) Seller's attorney ("Escrowee") shall hold the Downpayment in escrow in a segregated bank account at:
address
until Closing or sooner termination of this contract shall pay over or apply the Downpayment in accordance with the terms of this paragraph. Escrowee shall hold the Downpayment in a(n) interest-bearing account for the benefit of the parties. If interest is held for the benefit of the parties, it shall be paid to the party entitled to the Downpayment and the party receiving the interest shall pay any income taxes thereon. If interest is not held for the benefit of the parties, the Downpayment shall be placed in an IOLA account or as otherwise permitted or required by law. The Social Security or Federal Identification numbers of the parties shall be furnished to Escrowee upon request. At Closing, the Downpayment shall be paid by Escrowee to Seller. If for any reason Closing does not occur and either party gives Notice (as defined in paragraph 25) to Escrowee demanding payment of the Downpayment, Escrowee shall give prompt Notice to the other party of such demand. If Escrowee does not receive Notice of objection from such other party to the proposed payment within 10 business days after the giving of such Notice, Escrowee is hereby authorized and directed to make such payment. If Escrowee does receive such Notice of objection within such 10 day period or if for any other reason Escrowee in good faith shall elect not to make such payment, Escrowee shall continue to hold such amount until otherwise directed by Notice from the parties to this contract or a final, non-appealable judgment, order or decree of a court. However, Escrowee shall have the right at any time to deposit the Downpayment and the interest thereon with the clerk of a court in the county in which the Premises are located and shall give Notice of such deposit to Seller and Purchaser. Upon such deposit or other disbursement in accordance with the terms of this paragraph, Escrowee shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that Escrowee is acting solely as a stakeholder at their request and for their convenience and that Escrowee shall not be liable to either party for any act or omission on its part unless taken or suffered in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee. Seller and Purchaser jointly and severally (with right of contribution) agree to defend (by attorneys selected by Escrowee), indemnify and hold Escrowee harmless from and against all costs, claims and expenses (including reasonable attorneys' fees) incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith or in willful disregard of this contract or involving gross negligence on the part of Escrowee.

(c) Escrowee may act or refrain from acting in respect of any matter referred to herein in full reliance upon and with the advice of counsel which may be selected by it (including any member of its firm) and shall be fully protected in so acting or refraining from action upon the advise of such counsel.

(d) Escrowee acknowledges receipt of the Downpayment by check subject to collection and Escrowee's agreement to the provisions of this paragraph by signing in the place indicated on the signature page of this contract.

(e) Escrowee or any member of its firm shall be permitted to act as counsel for Seller in any dispute as to the disbursement of the Downpayment or any other dispute between the parties whether or not Escrowee is in possession of the Downpayment and continues to act as Escrowee.

(f) The party whose attorney is Escrowee shall be liable for loss of the Downpayment.

7. Acceptable Funds. All money payable under this contract unless otherwise specified, shall be paid by:

(a) Cash, but not over $1,000.00

(b) Good certified check of Purchaser drawn on or official check issued by any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York unendorsed and payable to the order of Seller, or as Seller may otherwise direct upon reasonable prior notice (by telephone or otherwise) to Purchaser.

(c) As to money other than the purchase price payable to Seller at Closing, uncertified check of Purchaser up to the amount of $; and

(d) As otherwise agreed to in writing by Seller or Seller's attorney.

8. Mortgage Commitment Contingency. *(Delete paragraph if inapplicable. For explanation, see:* **NOTES ON MORTGAGE COMMITMENT CONTINGENCY CLAUSE.**)

(a) The obligation of Purchaser to purchase under this contract is conditioned upon issuance, on or before days after a fully executed copy of this contract is given to Purchaser or Purchaser's attorney in the manner set forth in paragraph 25 or subparagraph 8(j) (the "Commitment Date"), of a written commitment from an Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of $ for a term of at least years (or such lesser sum or shorter term as Purchaser shall be willing to accept) at the prevailing fixed or adjustable rate of interest and on other customary commitment terms (the "Commitment"). To the extent a Commitment is conditioned on the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met; however, a commitment conditioned on the Institutional Lender's approval of an appraisal shall not be deemed a "Commitment" hereunder until an appraisal is approved (and if that does not occur before the Commitment Date Purchaser may cancel under subparagraph 8(e) unless the Commitment Date is extended). Purchaser's obligations hereunder are conditioned only on issuance of a Commitment. Once a Commitment is issued, Purchaser is bound under this contract even if the lender fails or refuses to fund the loan for any reason.

(b) Purchaser shall (i) make prompt application to one or, at Purchaser's election, more than one Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with such Institutional Lender(s) to obtain a Commitment. Purchaser shall accept a Commitment meeting the terms set forth in subparagraph 8(a) and shall comply with all requirements of such Commitment (or any other commitment accepted by Purchaser). Purchaser shall furnish Seller with a copy of the Commitment promptly after receipt thereof.

(c) *(Delete this subparagraph if inapplicable)* Prompt submission by Purchaser of an application to a mortgage broker registered pursuant to Article 12-D of the New York Banking Law ("Mortgage Broker") shall constitute full compliance with the terms and conditions set forth in subparagraph 8(b)(i), provided that such Mortgage Broker promptly submits such application to such Institutional Lender(s). Purchaser shall cooperate in good faith with such Mortgage Broker to obtain a Commitment from such Institutional Lender(s).

(d) If all Institutional Lenders to whom applications were made deny such applications in writing prior to the Commitment Date, Purchaser may cancel this contract by giving Notice thereof to Seller, with a copy of such denials, provided that Purchaser has complied with all its obligations under this paragraph 8.

(e) If no Commitment is issued by an Institutional Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, provided that such Notice includes the name and address of the Institutional Lender(s) to whom application was made and that Purchaser has complied with all its obligations under this paragraph 8.

(f) If this contract is canceled by Purchaser pursuant to subparagraphs 8(d) or (e), neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27.

(g) If Purchaser fails to give timely Notice of cancellation or if Purchaser accepts a written commitment from an Institutional Lender that does not conform to the terms set forth in subparagraph 8(a), then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph 8.

(h) If Seller has not received a copy of a commitment from an Institutional Lender accepted by Purchaser by the Commitment Date, Seller may cancel this contract by giving Notice to Purchaser within 5 business days after the Commitment Date, which cancellation shall become effective unless Purchaser delivers a copy of such commitment to Seller within 10 business days after the Commitment Date. After such cancellation neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser (provided Purchaser has complied with all its obligations under this paragraph 8) and except as set forth in paragraph 27.

(i) For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state, foreign banking corporation licensed by the Superintendent of Banks of New York or regulated by the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.

(j) For purposes of subparagraph 8(a), Purchaser shall be deemed to have been given a fully executed copy of this contract on the third business day following the date of ordinary or regular mailing, postage prepaid.

9. Permitted Exceptions. The Premises are sold and shall be conveyed subject to:

(a) Zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, provided that they are not violated by the existing buildings and improvements erected on the property or their use;

(b) Consents for the erection of any structures on, under or above any streets on which the Premises abut;

(c) Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway;

(d) Real estate taxes that are a lien, but are not yet due and payable; and

(e) The other matters, if any, including a survey exception, set forth in a Rider attached.

10. Governmental Violations and Orders.

(a) Seller shall comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted or issued as of the date hereof by any governmental department having authority as to lands, housing, buildings, fire, health, environmental and labor conditions affecting the Premises. The Premises shall be conveyed free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.

(b) *(Delete if inapplicable)* All obligations affecting the Premises pursuant to the Administrative Code of the City of New York incurred prior to Closing and payable in money shall be discharged by Seller at or prior to Closing.

11. Seller's Representations.

(a) Seller represents and warrants to Purchaser that:

I. The Premises abut or have a right of access to a public road;

II. Seller is the sole owner of the Premises and has the full right, power and authority to sell, convey and transfer the same in accordance with the terms of this contract;

III. Seller is not a "foreign person", as that term is defined for purposes of the Foreign Investment in Real Property Tax Act. Internal Revenue Code ("IRC") Section 1445, as amended, and the regulations promulgated thereunder (collectively "FIRPTA");

IV. The Premises are not affected by any exemptions or abatements of taxes; and

V. Seller has been known by no other name for the past ten years, except:

(b) Seller covenants and warrants that all of the representations and warranties set forth in this contract shall be true and correct at Closing.

(c) Except as otherwise expressly set forth in this contract, none of Seller's covenants, representations, warranties or other obligations contained in this contract shall survive Closing.

12. Condition of Property. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition and state of repair of the Premises and of all other property included in this sale, based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical conditions, state of repair, use, cost of operation or any other matter related to the Premises or the other property included in the sale, given or made by Seller or its representatives, and shall accept the same "as is" in their present condition and state of repair, subject to reasonable use, wear, tear and natural deterioration between the date hereof and the date of Closing (except as otherwise set forth in paragraph 16(e), without any reduction in the purchase price or claim of any kind for any change in such condition by reason thereof subsequent to the date of this contract. Purchaser and its authorized representatives shall have the right, at reasonable times and upon reasonable notice (by telephone or otherwise) to Seller, to inspect the Premises before Closing.

13. Insurable Title. Seller shall give and Purchaser shall accept such title as shall be willing to approve and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for this contract.

14. Closing, Deed and Title.

(a) "Closing" means the settlement of the obligations of Seller and Purchaser to each other under this contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a deed in proper statutory short form for record, duly executed and acknowledged, so as to convey to Purchaser fee simple title to the Premises, free of all encumbrances, except as otherwise herein stated. The deed shall contain a covenant by Seller as required by subd. 5 of Section 13 of the Lien Law.

(b) If Seller is a corporation, it shall deliver to Purchaser at the time of Closing (i) a resolution of its Board of Directors authorizing the sale and delivery of the deed, and (ii) a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the transfer is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with that Section.

15. Closing Date and Place. Closing shall take place at the office of at o'clock on or upon reasonable notice (by telephone or otherwise) by Purchaser, at the office of

16. Conditions to Closing. This contract and Purchaser's obligation to purchase the Premises are also subject to and conditioned upon the fulfillment of the following conditions precedent:

(a) The accuracy, as of the date of Closing, of the representations and warranties of Seller made in this contract.

(b) The delivery by Seller to Purchaser of a valid and subsisting Certificate of Occupancy or other required certificate of compliance, or evidence that none was required, covering the building(s) and all of the other improvements located on the property authorizing their use as a family dwelling at the date of Closing.

(c) The delivery by Seller to Purchaser of a certificate stating that Seller is not a foreign person, which certificate shall be in the form then required by FIRPTA or a withholding certificate from I.R.S. If Seller fails to deliver the aforesaid certificate or if Purchaser is not entitled under FIRPTA to rely on such certificate, Purchaser shall deduct and withhold from the purchase price a sum equal to 10% thereof (or any lesser amount permitted by law) and shall at Closing remit the withheld amount with the required forms to the Internal Revenue Service.

(d) The delivery of the Premises and all building(s) and improvements comprising a part thereof in broom clean condition, vacant and free of leases or tenancies, together with keys to the Premises.

(e) All plumbing (including water supply and septic systems, if any), heating and air conditioning, if any, electrical and mechanical systems, equipment, and machinery in the building(s) located on the property and all appliances which are included in this sale being in working order as of the date of Closing.

(f) If the Premises are a one or two family house, delivery by the parties at Closing of affidavits in compliance with state and local law requirements to the effect that there is installed in the Premises a smoke detecting alarm device or devices.

(g) The delivery by the parties of any other affidavits required as a condition of recording the deed.

17. Deed Transfer and Recording Taxes. At Closing, certified or official bank checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed or mortgage, if any, shall be delivered by the party required by law or by this contract to pay such transfer and/or recording tax, together with any required tax returns duly executed and sworn to, and such party shall cause any such checks and returns to be delivered to the appropriate officer promptly after Closing. The obligation to pay any additional tax or deficiency and any interest or penalties thereon shall survive Closing.

18. Apportionments and Other Adjustments; Water Meter and Installment Assessments.

(a) To the extent applicable, the following shall be apportioned as of midnight of the day before the day of Closing:
(i) taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; (ii) fuel; (iii) interest on the existing mortgage; (iv) premiums on existing transferable insurance policies and renewals of those expiring prior to Closing; (v) vault charges; (vi) rents as and when collected.

(b) If Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the immediately preceding fiscal period applied to the latest assessed valuation.

(c) If there is a water meter on the Premises, Seller shall furnish a reading to a date not more than 30 days before Closing and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.

(d) If at the date of Closing the Premises are affected by an assessment which is or may become payable in annual installments, and the first installment is then a lien, or has been paid, then for the purposes of this contract all the unpaid installments shall be considered due and shall be paid by Seller at or prior to Closing.

(e) Any errors or omissions in computing apportionments or other adjustments at Closing shall be corrected within a reasonable time following Closing. This subparagraph shall survive Closing.

19. Allowance for Unpaid Taxes, etc. Seller has the option to credit Purchaser as an adjustment to the purchase price with the amount of any unpaid taxes, assessments, water charges and sewer rents, together with any interest and penalties thereon to a date not less that five business dates after Closing, provided the official bills therefor computed to said date are produced at Closing.

20. Use of Purchase Price to Remove Encumbrances. If at Closing there are other liens or encumbrances that Seller is obligated to pay or discharge, Seller may use any portion of the cash balance of the purchase price to pay or discharge them, provided Seller shall simultaneously deliver to Purchaser at Closing instruments in recordable form and sufficient to satisfy such liens or encumbrances of record, together with the cost of recording or filing said instruments. As an alternative Seller may deposit sufficient monies with the title insurance company employed by Purchaser acceptable to and required by it to assure their discharge, but only if the title insurance company will insure Purchaser's title clear of the matters or insure against their enforcement out of the Premises and will insure Purchaser's Institutional Lender clear of such matters. Upon reasonable prior notice (by telephone or otherwise), Purchaser shall provide separate certified or official bank checks as requested to assist in clearing up these matters.

21. Title Examination; Seller's Inability to Convey; Limitations of Liability.

(a) Purchaser shall order an examination of title in respect of the Premises from a title company licensed or authorized to issue title insurance by the New York State Insurance Department or any agent for such title company promptly after the execution of this contract or, if this contract is subject to the mortgage contingency set forth in paragraph 8, after a mortgage commitment has been accepted by Purchaser. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for Seller promptly after receipt thereof.

(b) (i) If at the date of Closing, Seller is unable to transfer title to Purchaser in accordance with this contract, or Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which Purchaser is obligated to accept title hereunder or which Purchaser may have waived and other than those which Seller has herein expressly agreed to remove, remedy or discharge and if Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, Seller shall have the right, at Seller's sole election, either to take such action as Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this contract; (ii) if Seller elects to take action to remove, remedy or comply with such Defects, Seller shall be entitled from time to time, upon Notice to Purchaser, to adjourn the date for Closing hereunder for a period or periods not exceeding 60 days in the aggregate (but not extending beyond the date upon which Purchaser's mortgage commitment, if any, shall expire), and the date for Closing shall be adjourned to a date specified by Seller not beyond such period. If for any reason whatsoever, Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if Purchaser shall still be unwilling to waive the same and to close title without abatement of the purchase price, then either party may cancel this contract by Notice to the other given within 10 days after such adjourned date; (iii) notwithstanding the foregoing, the existing mortgage (unless this sale is subject to the same) and any matter created by Seller after the date hereof shall be released, discharged or otherwise cured by Seller at or prior to Closing.

(c) If this contract is cancelled pursuant to its terms, other than as a result of Purchaser's default, this contract shall terminate and come to an end, and neither party shall have any further rights, obligations or liabilities against or to the other hereunder or otherwise, except that: (i) Seller shall promptly refund or cause the Escrowee to refund the Downpayment to Purchaser and, unless cancelled as a result of Purchaser's default or pursuant to paragraph 8, to reimburse Purchaser for the net cost of examination of title, including any appropriate additional charges related thereto, and the net cost, if actually paid or incurred by Purchaser for updating the existing survey of the Premises or of a new survey, and (ii) the obligations under paragraph 27 shall survive the termination of this contract.

22. Affidavit as to Judgments, Bankruptcies, etc. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver an affidavit at Closing showing that they are not against Seller.

23. Defaults and Remedies.

(a) If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain the Downpayment as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be impossible to ascertain and the Downpayment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

(b) If Seller defaults hereunder, Purchaser shall have such remedies as Purchaser shall be entitled to at law or in equity, including but not limited to, specific performance.

24. Purchaser's Lien. All money paid on account of this contract, and the reasonable expenses of examination of title to the Premises and of any survey and survey inspection charges are hereby made liens on the Premises, but such liens shall not continue after default by Purchaser under this contract.

25. Notices. Any notice or other communication ("Notice") shall be in writing and either:

(a) sent by either of the parties hereto or by their respective attorneys who are hereby authorized to do so on their behalf or by the Escrowee, by registered or certified mail, postage prepaid, or

(b) delivered in person or by overnight courier, with receipt acknowledged, to the respective addresses given in this contract for the party and the Escrowee, to whom the Notice is to be given, or to such other address as such party or Escrowee shall hereafter designate by Notice given to the other party or parties and the Escrowee pursuant in this paragraph. Each Notice mailed shall be deemed given on the third business day following the date of mailing the same, except that any Notice to Escrowee shall be deemed given only upon receipt by Escrowee and each Notice delivered in person or by overnight courier shall be deemed given when delivered, or

(c) with respect to paragraph 7(b) or paragraph 20, sent by fax to the party's attorney. Each Notice by fax shall be deemed given when transmission is confirmed by the sender's fax machine. A copy of each Notice sent to a party shall also be sent to the party's attorney. The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all Notices and deliveries. This contract may be delivered as provided above or by ordinary mail.

26. No Assignment. This contract may not be assigned by Purchaser without the prior written consent of Seller in each instance and any purported assignment(s) made without such consent shall be void.

27. Broker. Seller and Purchaser each represents and warrants to the other that it has not dealt with any broker in connection with this sale other than ("Broker") and Seller shall pay Broker any commission earned pursuant to a separate agreement between Seller and Broker. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorney's fees arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing or, if Closing does not occur the termination of this contract.

28. Miscellaneous.

(a) All prior understanding, agreements, representations and warranties, oral or written, between Seller and Purchaser are merged in this contract; it completely expresses their full agreement and has been entered into after full investigation, neither party relying upon any statement made by anyone else that is not set forth in this contract.

(b) Neither this contract nor any provision thereof may be waived, changed or cancelled except in writing. This contract shall also apply to and bind the heirs, distributees, legal representatives, successors and permitted assigns of the respective parties. The parties hereby authorize their respective attorneys to agree in writing to any changes in dates and time periods provided for in this contract.

(c) Any singular word or term herein shall also be read as in the plural and the neuter shall include the masculine and feminine gender, whenever the sense of this contract may require it.

(d) The captions in this contract are for convenience of reference only and in no way define, limit or describe the scope of this contract and shall not be considered in the interpretation of this or any provisions hereof.

(e) This contract shall not be binding or effective until duly executed and delivered by Seller and Purchaser.

(f) Seller and Purchaser shall comply with IRC reporting requirements, if applicable. This subparagraph shall survive Closing.

(g) Each party shall, at any time and from time to time, execute, acknowledge where appropriate and deliver such further instruments and documents and take such other action as may be reasonably requested by the other in order to carry out the intent and purpose of this contract. This subparagraph shall survive Closing.

(h) This contract is intended for the exclusive benefit of the parties hereto and except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by any other person or entity.

(i) If applicable, the complete and fully executed disclosure of information on lead-based paint and/or lead-based paint hazards is attached hereto and made a part hereof.

Continued on Rider attached hereto. *(Delete if inapplicable)*

In Witness Whereof, **this contract has been duly executed by the parties hereto.**

Olga Ortiz
Seller

283 Kosciusko St LLC
Purchaser

Seller

Purchaser

Attorney for Seller:
Address:
Tel.: Fax:

Attorney for Purchaser:
Address:
Tel.: Fax:

Receipt of the Downpayment is acknowledged and the undersigned agrees to act in accordance with the provisions of paragraph 6 above.

Escrowee

Contract of Sale

TITLE NO.

Olga Ortiz

TO

283 Kosciusko St

PREMISES

Sheet	
Section	
Block	1781
Lot	57
Plate	
County or Town	Kings
Street Number	283 Kosciuszko Street

NOTES ON MORTGAGE COMMITMENT CONTINGENCY CLAUSE
for
RESIDENTIAL CONTRACT OF SALE

1. **WARNING:** The mortgage Commitment contingency clause for the Residential Contract of Sale is a bar association form that attempts to provide a mechanism that makes the rights and obligations of the parties clear in sale of residences in ordinary circumstances. It should be reviewed carefully by Seller and Purchaser and their attorneys in each and every transaction to make sure that all the provisions are appropriate for that transaction. Negotiated modifications should be made whenever necessary.
2. Under the clause, the obligation of Purchaser to purchase under the contract of sale is contingent on Purchaser's obtaining a mortgage Commitment letter from an Institutional Lender within the number of days specified for the amount specified. This refers to calendar days. Seller's attorney should state his/her calculation of the Commitment Date in the letter delivering the executed contract to Purchaser's attorney, to prevent confusion later. Purchaser should promptly confirm or correct that date. In applying for a loan, Purchaser should inform its lender of the scheduled date of Closing in the contract and request that the expiration date of the Commitment occur after the scheduled dated of Closing. Purchaser must comply with deadlines and pursue the application in good faith. The Commitment contingency is satisfied by issuance of a Commitment in the amount specified on or before the Commitment Date, unless the Commitment is conditioned on approval of an appraisal. If the Commitment is conditioned on approval of an appraisal and such approval does not occur prior to the Commitment Date, Purchaser should either cancel the contract or obtain an extension of the Commitment Date. If the Commitment is later withdrawn or not honored, Purchaser runs the risk of being in default under the contract of sale with Seller.
3. If there are loan terms and conditions that are required or would not be acceptable to Purchaser, such as the interest rate, term of the loan, points, fees or a condition requiring sale of the current home, those terms and conditions should be specified in a rider.
4. This clause assumes that initial review and approval of Purchaser's credit will occur before the Commitment letter is issued. Purchaser should confirm with the lender that this is the case before applying for the Commitment.
5. If, as has been common, the Commitment letter itself is conditioned on sale of Purchaser's home or payment of any outstanding debt or no material adverse change in Purchaser's financial condition, such a Commitment will satisfy the contract contingency nonetheless, and Purchaser will take the risk of fulfilling those Commitment conditions, including forfeiture of the Downpayment if Purchaser defaults on its obligation to close. Under New York case law, a defaulting Purchaser may not recover any part of the Downpayment, and Seller does not have to prove any damages. If Purchaser is not willing to take that risk, the clause must be modified accordingly.
6. Purchaser may submit an application to registered Mortgage Broker instead of applying directly to an Institutional Lender.
7. This clause allows Seller to cancel if a Commitment is not accepted by Purchaser by the Commitment Date, unless Purchaser timely supplies a copy of the Commitment, to allow Seller the option to avoid having to wait until the scheduled date of Closing to see if Purchaser will be able to close. Seller may prefer to cancel rather than to wait and settle for forfeiture of the Downpayment if Purchaser defaults. Because of Seller's right to cancel, Purchaser may not waive this contingency clause. This clause means that Purchaser is subject to cancellation by Seller even if Purchaser is willing to risk that he/she will obtain the Commitment after the Commitment Date. Some Purchasers may not want to be subject to such cancellation by Seller.
8. Purchaser may want to add to paragraph 21(c) that Purchaser's reimbursement should include non-refundable financing and inspection expenses of Purchaser, which should be refunded by Seller if Seller willfully defaults under the contract of sale (alternative: If Seller is unable to transfer title under the contract of sale).

9-25-00
Joint Committee on the Mortgage Contingency Clause:
Real Property Section of the New York State Bar Association
Real Property Law Committee of the Association of the Bar of the City of New York
Real Property Committee of the New York County Lawyers Association

EXHIBIT D

South Brooklyn Legal Services

Legal Services NYC

October 15, 2015

Michael Lehrman, Esq.
Lehrman & Maseng, PLLC
389 Willoughby Avenue, Suite 201
Brooklyn, New York 11205

Re: *283 Kosciuszko St LLC v. Ortiz*, Index No. 512229/2015 (Kings County Supreme Court)

Dear Mr. Lehrman:

Along with the Law Office of Gregory Messer, PLLC, this office represents Olga Ortiz in a Chapter 13 bankruptcy proceeding in the Eastern District of New York. Ms. Ortiz was served with papers in the above-referenced case yesterday. The plaintiff in the above-referenced case, 283 Kosciuszko St LLC, was notified of the commencement of the bankruptcy proceeding by the bankruptcy court; see the enclosed documents. The documents advise, *inter alia*, of the automatic stay of actions against the debtor, and of penalties that may result from violating the automatic stay.

So as to avoid penalties resulting from violation of the Bankruptcy Code, please ensure that the above-referenced case is dismissed promptly, and no later than October 29, 2015. Please provide me with written notice when such dismissal is effected. Should you have any questions regarding this matter, please do not hesitate to contact me at (718) 246-3270. Thank you.

Sincerely,

Sara Manaugh

(Enclosures)

South Brooklyn Legal Services
105 Court Street, 3rd Floor Brooklyn, NY 11201
Phone: 718-237-5500 Fax: 718-855-0733 www.sbls.org
John C. Gray, Project Director

B9I (Official Form 9I) (Chapter 13 Case) (12/12) Case Number **1−15−41938−cec**

UNITED STATES BANKRUPTCY COURT
Eastern District of New York

Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, & Deadlines

The debtor(s) listed below filed a chapter 13 bankruptcy case on 4/28/15.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below.
NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

Creditors −− Do not file this notice in connection with any proof of claim you submit to the court.

See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):
Olga Ortiz
283 Kosciuszko St
Brooklyn, NY 11221

Case Number: 1−15−41938−cec	Social Security/Individual Taxpayer ID/Taxpayer ID/Employer ID No.: xxx−xx−5464
Attorney for Debtor(s) (name and address): Joel Alan Gaffney Law Office of Gregory Messer, PLLC 26 Court Street Suite 2400 Brooklyn, NY 11242 Telephone number: 718−858−1474	Bankruptcy Trustee (name and address): Michael J. Macco 135 Pinelawn Road Suite 120 South Melville, NY 11747 Telephone number: (631) 549−7900

Meeting of Creditors

Date: **June 17, 2015** Time: **10:00 AM**
Location: **271−C Cadman Plaza East, Room 2579 − 2nd Floor, Brooklyn, NY 11201−1800**

Deadlines:

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Proof of Claim:

For all creditors (except a governmental unit): **9/15/15**
For a governmental unit (except as otherwise provided in Fed. R. Bankr. P. 3002 (c)(1)): **10/26/15**

Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Claims" on the reverse side.

Deadline to Object to Debtor's Discharge or to Challenge Dischargeability of Certain Debts: 8/17/15

Deadline to Object to Exemptions:

Thirty (30) days after the *conclusion* of the meeting of creditors.

Hearing on Confirmation of Plan

The debtor has or will file a plan. The hearing on confirmation will be held:
Date: **7/14/15**, Time: **10:00 AM**, Location: **United States Bankruptcy Court, 271−C Cadman Plaza East, Courtroom 3529 − 3rd Floor, Brooklyn, NY 11201−1800**

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor, the debtor's property, and certain codebtors. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Address of the Bankruptcy Clerk's Office: 271−C Cadman Plaza East, Suite 1595 Brooklyn, NY 11201−1800 Telephone number: (347) 394−1700	**For the Court:** Clerk of the Bankruptcy Court: Robert A. Gavin, Jr.
Hours Open: Monday − Friday 9:00 AM − 4:30 PM	Date: 4/29/15

EXPLANATIONS

B9I (Official Form 9I) (12/12)

Filing of Chapter 13 Bankruptcy Case	A bankruptcy case under Chapter 13 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by the debtor(s) listed on the front side, and an order for relief has been entered. Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts pursuant to a plan. A plan is not effective unless confirmed by the bankruptcy court. You may object to confirmation of the plan and appear at the confirmation hearing. A copy or summary of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on the front of this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the debtor's property and may continue to operate the debtor's business, if any, unless the court orders otherwise.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions against the debtor and certain codebtors are listed in Bankruptcy Code § 362 and § 1301. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. *The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee and by creditors.* Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date specified in a notice filed with the court.
Claims	A Proof of Claim is a signed statement describing a creditor's claim. A Proof of Claim form "Official Form B10" can be obtained at the United States Courts Web site: (http://www.uscourts.gov/FormsAndFees/Forms/BankruptcyForms.aspx) or at any Bankruptcy Clerk's Office. A secured creditor retains rights in its collateral regardless of whether that creditor files a Proof of Claim. If you do not file a Proof of Claim by the "Deadline to File a Proof of Claim" listed on the front side, you might not be paid any money on your claim from other assets in the bankruptcy case. To be paid you must file a Proof of Claim even if your claim is listed in the schedules filed by the debtor. Filing a Proof of Claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a Proof of Claim may surrender important nonmonetary rights, including the right to a jury trial. **Filing Deadline for a Creditor with a Foreign Address:** The deadlines for filing claims set forth on the front of this notice apply to all creditors. If this notice has been mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline. ***Do not include this notice with any filing you make with the court.***
Discharge of Debts	The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may never try to collect the debt from the debtor. If you believe that the debtor is not entitled to a discharge under Bankruptcy Code § 1328(f), you must file a motion objecting to discharge in the bankruptcy clerk's office by the "Deadline to Object to Debtor's Discharge or to Challenge the Dischargeability of Certain Debts" listed on the front of this form. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code §523(a)(2) or (4), you must file a complaint in the bankruptcy clerk's office by the same deadline. The bankruptcy clerk's office must receive the motion or the complaint and any required filing fee by that deadline.
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors, even if the debtor's case is converted to chapter 7. The debtor must file a list of all property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objection by the "Deadline to Object to Exemptions" listed on the front side.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of property claimed as exempt, at the bankruptcy clerk's office.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
Undeliverable Notices	Undeliverable notices will be sent by return mail to the debtor. It is the debtor's responsibility to obtain the parties correct address, resend the returned notice, and notify this office of the parties change of address. Failure to provide all parties with a copy of the notice may adversely affect the debtor as provided by the Bankruptcy Court.
Form 21 Statement of Social Security #	The debtor or debtor's attorney is required to bring a paper copy of the petition with full social security number displayed to the first meeting of creditors.
Personal Financial Management Course	In order to receive a discharge, the debtor must complete a Personal Financial Management Course and must file a Certificate of Completion of the Personal Financial Management Course (Official Form 23) no later than the last payment under the plan or upon the entry of a motion for a hardship discharge. If the Certificate of Completion is not filed within the allotted time, **a discharge will not be issued and the case will be closed.**
Hearing on Confirmation of the Plan; **Dismissal of Case**	The hearing on confirmation of the plan may be adjourned at the meeting of creditors without further notice. The Court, on motion heard at the confirmation hearing, may dismiss the case or convert it to one under Chapter 7 if the debtor fails to timely file a plan or other required papers, fails to make a required preconfirmation payment, or fails to appear at the meeting of creditors or confirmation hearing. **The Court, on motion heard at the confirmation hearing, may also dismiss the case or convert it to one under Chapter 7 if confirmation of the plan is denied.**

−− Refer to Other Side for Important Deadlines and Notices −−

Notice Recipients

District/Off: 0207−1	User: cteutonic	Date Created: 4/29/2015
Case: 1−15−41938−cec	Form ID: 218	Total: 23

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Olga Ortiz 283 Kosciuszko St Brooklyn, NY 11221
tr	Marianne DeRosa Standing Chapter 13 Trustee 115 Eileen Way Suite 105 Syosset, NY 11791
tr	Michael J. Macco 135 Pinelawn Road Suite 120 South Melville, NY 11747
aty	Joel Alan Gaffney Law Office of Gregory Messer, PLLC 26 Court Street Suite 2400 Brooklyn, NY 11242
smg	Office of the United States Trustee Eastern District of NY (Brooklyn Office) U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, NY 10014
8568349	283 KOSCIUSZKO ST LLC 914 BEDFORD AVE BROOKLYN, NY 11205
8568350	CALVARY PORTFOLIO SERVICES ATTENTION: BANKRUPTCY DEPARTMENT 500 SUMMIT LAKE DR. SUITE 400 VALHALLA, NY 10595
8568351	CAP ONE 95 WASHINGTON ST BUFFALO, NY 14203
8568352	CAPITAL ONE, N.A. CAPITAL ONE BANK (USA) N.A. PO BOX 30285 SALT LAKE CITY, UT 84130
8568353	CHASE−BP PO BOX 15298 WILMINGTON, DE 19850
8568354	DISCOVER FIN SVCS LLC PO BOX 15316 WILMINGTON, DE 19850
8568355	FRANCES LISBOA 283 KOSCIUSZKO ST BROOKLYN, NY 11221
8568356	GECRB/JC PENNY ATTENTION: BANKRUPTCY PO BOX 103104 ROSWELL, GA 30076
8568357	HSBC BANK 95 WASHINGTON STREET BUFFALO, NY 14203
8568358	JOSE GUZMAN 283 KOSCIUSZKO ST BROOKLYN, NY 11221
8568359	LEOPOLD & ASSOCIATES 80 BUSINESS PARK DRIVE SUITE 110 ARMONK, NY 10504
8568360	NISSIM VAKNIN 914 BEDFORD AVENUE BROOKLYN, NY 11205
8568361	OCWEN LOAN SERVICING, LLC P.O. BOX 785063 ORLANDO, FL 32878−5063
8568362	RSHK/CBSD ATTN.: CITI CENTRALIZED BANKRUPTCY PO BOX 20363 KANSAS CITY, MO 64195
8568363	STAR GALAN 283 KOSCIUSZKO ST BROOKLYN, NY 11221
8568364	TNB − TARGET C/O TARGET CREDIT SERVICES MINNEAPOLIS, MN 55440
8568365	WELLS FARGO BANK ATTN: BANKRUPTCY PO BOX 10335 DES MOINES, IA 50306
8568366	WILLIAM DAVILA 283 KOSCIUSZKO ST BROOKLYN, NY 11221

TOTAL: 23

EXHIBIT E

NYSCEF
Kings County Supreme Court

Document List

Index # 512219/2015

Created on:11/06/2015 12:46 PM

Case Caption: 283 Kosciuszko St LLC - v. - Olga Ortiz

Judge Name:

Doc#	Document Type/Information	Status	Date Received	Filed By
1	SUMMONS	Processed	10/07/2015	Lehrman, M.
2	COMPLAINT	Processed	10/07/2015	Lehrman, M.
3	EXHIBIT(S) Contract of Sale	Processed	10/07/2015	Lehrman, M.
4	NOTICE OF PENDENCY	Processed	10/07/2015	Lehrman, M.
5	AFFIRMATION/AFFIDAVIT OF SERVICE OLGA ORTIZ	Processed	10/15/2015	Lehrman, M. - filed by ABC Legal Services Inc
6	STATEMENT OF AUTHORIZATION FOR ELECTRONIC FILING	Processed	10/15/2015	Lehrman, M. - filed by ABC Legal Services Inc